

DEPARTMENT OF THE AIR FORCE GRANT OF RIGHT-OF-WAY TO *(Name Of Grantee)* FOR PROPERTY  
LOCATED ON OTIS ANGB

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**DEPARTMENT OF THE AIR FORCE**  
**GRANT OF RIGHT-OF-WAY**  
**To *(Name Of Grantee)***  
**FOR PROPERTY LOCATED ON**  
**OTIS ANGB**

**PREAMBLE**

**THE SECRETARY OF THE AIR FORCE**, hereinafter referred to as “Grantor”, acting under the authority of 10 U.S.C. § 2688, hereby grants to *(name of Grantee)*, hereinafter referred to as “Grantee”, a corporation organized and doing business under the laws of the State of Massachusetts, a Right-of-Way for operation of a utility system for the generation and supply of electric power at Otis ANGB (hereinafter referred to as “Installation”), the areal extent of which Right-of-Way is identified in **EXHIBITS A and B**, both attached hereto and made a part hereof, hereinafter referred to as the “Premises”. While the Premises contain the utility system, the utility system is not part of the Premises; the utility system is the property of Grantee. Grantor and Grantee, when referred to together, are hereinafter referred to as the “Parties”, and may be referred to in the singular as a “Party”. For purposes of this Right-of-Way, Grantor includes the United States Government and the Department of the Air Force. This Right-of-Way grants to Grantee the right and privilege to operate its utility system located on the Installation,

including construction, installation, repair, and maintenance of its system. Some or all of the Premises are not the property of the United States, but are leased by the United States from the State of Massachusetts, hereinafter referred to as “Lessor”. Any grant under this Right-of-Way made by Grantor extends no further than Grantor’s rights in the Premises.

**THIS RIGHT-OF-WAY** is granted subject to the following conditions.

## **BASIC TERMS**

### **1. TERM**

**1.0.** This Right-of-Way shall be effective beginning on \_\_\_\_\_, 200\_, and shall remain in effect for a period co-extensive with the Department of the Air Force land leases, Numbers: MA-DA DACA 51-5-77-127, MA-DOTCG Doc#31836, MA-DEP AF DACA 51-5-75-293 between Lessor and the United States of America, dated \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, and as it may be amended from time to time, unless sooner terminated by Grantor or by abandonment. At the end of its full term, if the Lessor and the United States renew, extend, or replace the expiring lease with a new lease not inconsistent with the terms of this Right-of-Way, this Right-of-Way shall be renewed for an additional period, co-extensive with the renewed, extended, or replaced lease, subject to agreement between the Parties on the payment of consideration at least equal to the consideration required by law at the time of renewal. The obligations of Grantee, including those regarding remediation of environmental contamination and removal of structures, facilities, and equipment installed or owned by Grantee, shall remain in effect after the expiration, termination, or abandonment of this Right-of-Way unless otherwise agreed to by the Parties; to the extent it has authority to do so, Grantor shall allow Grantee reasonable access to the Premises to fulfill these obligations.

### **2. CONSIDERATION AND COSTS**

**2.1.** Grantee shall pay to Grantor consideration at least equal to the fair market value of this Right-of-Way; that consideration is included in the Bill of Sale for the utility system of even date with this Right-of-Way.

**2.2.** The use, operation, and occupation of the Premises pursuant to this Right-of-Way shall be without cost or expense to the Department of the Air Force, except as may be specifically provided otherwise herein. To the extent such recovery is independent of this Right-of-Way, nothing in this Condition 2.2 abrogates any right to recover costs or expenses that arise pursuant to other contractual relationships between Grantor and Grantee, in their capacities under such independent contractual relationships.

### **3. CORRESPONDENCE**

**3.0.** All correspondence to be sent and notices to be given pursuant to this Right-of-Way shall be addressed, if to Grantor, to 102nd CES/CD, Otis ANGB, 971 South Outer Road, Box 22, Otis ANGB, MA 02542-5028, and, if to Grantee, to (insert Grantee's address), or as may from time to time otherwise be directed by the Parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited, postage prepaid, and postmarked in a post office regularly maintained by the United States Postal Service.

### **4. ACCESS**

**4.1.** The use, operation, and occupation of the Premises are subject to the general supervision and control of the Installation's commander or his duly authorized representative, hereinafter referred to as "said officer".

**4.2.** In accepting the rights, privileges, and obligations established hereunder, Grantee recognizes that the Installation serves the national defense and that Grantor will not permit the operation, construction, installation, repair, and maintenance of a utility system and the provision of utility services to interfere with the Installation's military mission. This Installation is an operating military installation which is closed to the public and is subject to the provisions of the Internal Security Act of 1950, 50 U.S.C. §

797, and of 18 U.S.C. § 1382. Access to the Installation is subject to the control of its commanding officer and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Defense or by any designated military commander. Any access granted to Grantee, its officers, employees, contractors of any tier, agents, and invitees is subject to such regulations and orders. This Right-of-Way is subject to all regulations and orders currently promulgated or which may be promulgated by lawful authority as well as all other conditions contained in this Right-of-Way. Violation of any such regulations, orders, or conditions may result in the termination of this Right-of-Way. Such regulations and orders may, by way of example and not by way of limitation, include restrictions on who may enter, how many may enter at any one time, when they may enter, and what areas of the Installation they may visit, as well as requirements for background investigations, including those for security clearances, of those entering. Grantee is responsible for the actions of its officers, employees, contractors of any tier, agents, and invitees while on the Installation and acting under this Right-of-Way.

**4.3.** In the event all or any portion of the Premises shall be needed by the United States or in the event the presence of Grantee's property shall be considered detrimental to governmental activities, Grantee shall, from time-to-time and upon notice to do so, and as often as so notified, remove or relocate its property to such other location or locations on the Premises (or substitute land of Grantor which shall then become part of the Premises) as may be designated by said officer, and in the event Grantee's property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the Grantor may cause the same to be done. Condition 2.2 notwithstanding, any removal or relocation of Grantee's property at the direction of the Grantor under this Condition 4.3 shall be at Grantor's expense.

**4.4.** Grantee further recognizes that the operation, construction, installation, repair, and maintenance of the utility system on the Installation may be subject to requirements and approvals not ordinarily imposed by civilian authorities, including, but not limited to, compliance with the National Environmental Policy Act of 1969, as implemented. Grantee agrees to abide by all applicable regulations and to obtain all required approvals as specified in this Right-of-Way or as directed by said officer.

**4.5.** Utility poles, buried conduits, pipes, tubes, wires, and other utility systems and pieces of equipment on the Installation may be the property of a non-federal entity. In that case, use of those poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment will be subject to separate agreement between Grantee and the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment. Access will still be governed by this Right-of-Way but may also be subject to conditions, including payment of a fee, required by the owner of the poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment.

**4.6.** Grantor may, during the term of this Right-of-Way, sell existing poles, conduits, pipes, tubes, wires, or other utility systems and pieces of equipment to a private or public entity. In such an event, Grantee's rights under this Right-of-Way will not extend to disturbing or damaging the property of other entities who also hold grants of rights-of-way on the Installation, and any operation, construction, installation, repair, or maintenance by Grantee that disturbs or damages the property of such other entities shall be the responsibility of Grantee and Grantee shall be liable to such other entities for any disturbance or damage to their property caused by Grantee's actions.

## **5. TERMINATION**

**5.1.** This Right-of-Way may be terminated, in whole or in part, by the Grantor for (1) failure to comply with the terms of the Right-of-Way as determined under Condition 6, or (2) abandonment. This Right-of-Way shall terminate without further action or notice on the part of the Parties if Grantee abandons its rights and privileges under this Right-of-Way; abandonment shall occur if Grantee fails to utilize the Premises, or any part of them, to provide services to customers for a period of one year; given good cause, Grantor may, on a case by case basis, extend this one year period. Abandonment of a part of the Premises shall only apply to that part of the Premises abandoned. Subject to Condition 2.2, any termination in accordance with this Condition 5 shall not create any liability on the part of Grantor for Grantee's capital costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, and

such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

**5.2.** This Right-of-Way does not guarantee that the Installation will remain open or active at its current level. The number of potential customers may change from time to time depending on military requirements. Such change is part of the risk Grantee assumes. Subject to Condition 22.2, this Right-of-Way is not exclusive in that Grantor may also grant like rights and privileges to others, including Grantee's competitors. Closure of the Installation, reduction in the level of activity at the Installation, change in the number of potential customers, Grantor's granting like rights and privileges to others including Grantee's competitors, and Grantor's allowing alternative forms of utility service will not constitute termination of this Right-of-Way for convenience of the Grantor and, subject to Condition 2.2, creates absolutely no obligation on the part of Grantor under this Right-of-Way to reimburse Grantee for any capital costs, anticipated profits or fees, or costs of operation, construction, installation, maintenance, upgrade, and removal of facilities. Grantee acknowledges that it is solely responsible for all such costs and anticipated profits or fees and that such costs and anticipated profits or fees will not be recoverable from Grantor under this Right-of-Way.

## **6. DEFAULT**

**6.1.** The following shall constitute a default and breach of this Right-of-Way by the Grantee: The failure to comply with any provision of this Right-of-Way, where such failure to comply continues for ten (10) days after delivery of written notice thereof by the Grantor to the Grantee. If, however, the time required to return to compliance exceeds the ten (10) day period, the Grantee shall not be deemed to be in default or breach if the Grantee within such period shall begin the actions necessary to bring it into compliance with the Right-of-Way in accordance with a compliance schedule acceptable to the Grantor.

**6.2.** In the event of any default or breach of this Right-of-Way by the Grantee, the Secretary of the Air Force may terminate this Right-of-Way at any time after expiration of the time required to return to compliance provided for in Condition 6.1



upon written notice of the termination to the Grantee. The termination notice shall be effective as of a day to be specified therein, which shall be at least seven (7) but not more than thirty (30) days after its receipt by the Grantee.

**6.3** Termination for default under this Condition 6 extends only to termination of this Right-of-Way and does not constitute cancellation of the Bill of Sale for the utility system of even date with this Right-of-Way, except to the extent this Right-of-Way is a part of said Bill of Sale.

## **OPERATION OF THE PREMISES**

### **7. CONDITION OF PREMISES**

**7.0.** Grantee has inspected and knows the condition of the Premises. Subject to Condition 15, the Premises are granted in an “as is, where is” condition without any warranty, representation, or obligation on the part of Grantor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as said officer may determine, the Parties will sign a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Grantee. Such Report shall be used to indicate the condition of the Premises prior to their being disturbed in order to compare them with the Premises subsequent to the activities of Grantee to ensure Grantee has returned the Premises to the condition required by this Right-of-Way.

### **8. PROTECTION OF PREMISES**

**8.0.** As regards the Grantee’s use of the Premises and its property on the Premises, Grantee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Grantor. Grantee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, or other causes related to Grantee’s activities. Any property on the Premises damaged or destroyed by Grantee incident to the exercise of the

rights and privileges herein granted shall be promptly repaired or replaced by Grantee to the satisfaction of said officer.

## **9. AIR FORCE PROPERTY**

**9.1.** Any interference with the use of or damage to property under control of the Department of the Air Force, including uses described in Condition 9.2, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Grantee to the satisfaction of said officer. If Grantee fails to promptly repair or replace any such property after being notified to do so by said officer, said officer may repair or replace such property and Grantee shall be liable for the costs of such repair or replacement.

**9.2.** Grantor has property installed on or attached to the property of Grantee, including Grantee's poles, conduits, pipes, ductbanks, tubes, towers, buildings, structures, or other utility systems and pieces of equipment. Grantor retains and reserves the right, at no cost to itself, to continue to use the property of Grantee, without damaging it, to support such installed or attached property, including the right of Grantor, at no cost to Grantee, to maintain, repair, operate, upgrade, and replace such installed or attached property. Grantor shall provide reasonable notice to Grantee before engaging in any such maintenance, repair, upgrade, or replacement. Any upgrade or replacement of such installed or attached property shall comply with any safety regulations imposed by public authority upon Grantee and applicable to Grantee's property upon which Grantor's property is installed or attached. In the case of multiple use ductbanks, those ducts identified by Grantor in **EXHIBIT B** as being reserved for current or future Grantor use shall remain for the use of Grantor in accordance with this Condition 9.

## **10. RESTORATION OF PREMISES**

**10.0.** Condition 9.2 notwithstanding, on or before (or, in the case of abandonment, after) the date of expiration of this Right-of-Way or its cancellation by agreement of Grantor and Grantee or its termination by the Secretary of the Air Force,

Grantee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Grantee. Grantor may, in its sole and absolute discretion, consent to Grantee abandoning all or part of its utility system on the Installation, but such consent must be unequivocal and in writing: Provided, however, that any buried conduits, pipes, ductbanks, tubes, or wires, the nature, location, and depth of which are known to Grantee and shown on Grantee's records in accordance with Condition 11.4, and which neither contain an environmental contaminant nor pose an environmental or safety hazard, may be abandoned with Grantor's consent, which consent shall not be unreasonably withheld. In regard to that portion of the Premises subject to the lease referred to in Condition 1, in the event that the United States terminates its activities on the Premises due to the expiration or other termination of the lease referred to in Condition 1, Grantee may, subject to the consent of Lessor, retain its property in place and continue its use under such terms as it and Lessor may agree; Provided, however, that such terms and such continued use shall be at no cost to the United States and shall not keep in effect this Right-of-Way.

## **11. ALTERATION OF PREMISES**

**11.1.** No additions to or alterations of the Premises shall be made without the prior written approval of said officer. Approval by Grantor will not be unreasonably withheld. Said officer may in his discretion grant blanket approvals in advance for certain specified categories of work. Any and all operations, construction, installation, repair, and maintenance activity of any type whatsoever must comply with this Right-of-Way and with its **Attachment 1**, attached hereto and made a part hereof.

**11.1.1.** Grantee may, after obtaining prior written approval of said officer, change the capacity of the utility system on the Premises but such change must be solely to better serve the Installation.

**11.1.2.** Should Grantee desire to change the capacity of the utility system on the Premises other than for the sole purpose of better serving the Installation, or to extend the utility system on the Installation but off the Premises, Grantor must first consent through

an amendment of this Right-of-Way in accordance with Condition 27. Grantor has no obligation to consent to such an amendment and may require, in addition to other requirements, additional consideration.

**11.2.** Grantee shall neither place nor display advertising of any kind whatsoever on the Premises nor on its property located on the Premises, nor suffer any advertising of any kind whatsoever to be placed on its property located on the Premises. Reasonable markings on Grantee's property, including vehicles, for the purpose of identifying it as Grantee's property are not prohibited.

**11.3.** If Grantee's property located on the Premises intrudes into airspace subject to regulation under the Federal Aviation Regulations or their Air Force counterparts, such property shall be operated, constructed, installed, repaired, and maintained in conformance with such regulations.

**11.4.** Grantee shall maintain records showing the locations and nature of its property on the Premises. Such records shall be kept current by Grantee. Grantee shall, at no cost to the Grantor, provide Grantor a copy of these records, as well as current updates upon request of said officer. For purposes of work upon the Premises by other than Grantee, upon request by Grantor, Grantee shall mark the actual location of its property within a time and in a manner acceptable to said officer. The time specified by said officer will be reasonable given the circumstances of the need of Grantor.

## **12. COSTS OF SERVICES**

**12.0.** As regards the Grantee's use of the Premises and its property on the Premises, Grantee is responsible for all utilities, janitorial services, building maintenance, and grounds maintenance for the Premises without cost to the Department of the Air Force. The Air Force may, if its capabilities permit, consent to provide certain of these services to Grantee on a reimbursable basis.

## **ENVIRONMENT**

### **13. ENVIRONMENTAL COMPLIANCE**

**13.0.** In its activities under this Right-of-Way, Grantee shall comply with all applicable environmental requirements, and in particular those requirements concerning the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Grantee, including liability for any fines, penalties, or other similar enforcement costs.

#### **14. ASBESTOS AND LEAD-BASED PAINT**

**14.1.** Grantee will not make any improvements or engage in any construction on the Premises which contain asbestos-containing material (ACM), without prior approval of said officer; any such improvements or construction shall be done in compliance with all applicable Federal, state, interstate, and local laws and regulations governing ACM. Grantee is responsible for monitoring the condition of its property containing ACM on any portion of the Premises for deterioration or damage. Grantee is responsible, at its expense, for remediation of any ACM contained on or in its property which is disturbed or damaged by Grantee or is deteriorated and of any ACM on the Premises which is disturbed or damaged by Grantee during the term of this Right-of-Way.

**14.2.** Grantee will test any painted surface to be affected by any of its operation, construction, installation, repair, or maintenance activities to determine if the paint is lead-based and will handle that surface in compliance with all applicable laws and regulations and at Grantee's expense.

#### **15. SAFETY AND HAZARDOUS WASTE DISPOSAL**

**15.1.** Grantee, at its expense, shall comply with all applicable laws on occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances generated by its activities. As between the Parties, responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in the Federal Water Pollution Control Act, the

Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Solid Waste Disposal Act, the Clean Air Act, and the Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time.

**15.2.** Any unexploded ordnance, as that term is defined in Title 10, United States Code, discovered on the Premises by Grantee is the responsibility of Grantor and will not be disturbed by Grantee but, upon discovery, shall be immediately reported to said officer.

## **16. HISTORIC PRESERVATION**

**16.0.** Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the Premises, Grantee shall cease its activities at the site and immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Grantee.

## **17. INSTALLATION RESTORATION PROGRAM**

**17.1.** If the Installation has not been listed on the National Priorities List (NPL) under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, at the time this Right-of-Way is granted, but is listed subsequent to the granting of this Right-of-Way, Grantor will provide Grantee with a copy of any Federal Facility Agreement (FFA) that is entered into between Grantor and the U.S. Environmental Protection Agency (USEPA), along with any amendments to the FFA when they become effective.

**17.2.** If the Installation has been listed on the NPL at the time this Right-of-Way is granted but no FFA has been entered into, Grantor will provide Grantee with a copy of any FFA subsequently entered into along with any amendments to the FFA when they become effective.

**17.3.** If the Installation has been listed on the NPL at the time this Right-of-Way is granted and an FFA has been entered into, Grantee acknowledges that Grantor has provided it with a copy of the FFA, with current amendments; Grantor will provide Grantee with a copy of any subsequent amendments thereto.

## **18. ACCESS FOR RESTORATION**

**18.1.** Nothing in this Right-of-Way shall be interpreted as interfering with or otherwise limiting the right of Grantor and its duly authorized officers, employees, contractors of any tier, agents, and invitees to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA or required to implement the Installation Restoration Program (IRP) conducted under the provisions of 10 U.S.C. § 2701, et seq. Grantee will provide reasonable assistance to Grantor to ensure Grantor's activities under this Condition 18 do not damage Grantee's property on the Premises.

**18.2.** The USEPA and State of Massachusetts, including their subordinate political units, and their duly authorized officers, employees, contractors of any tier, and agents have the right, upon reasonable notice to Grantee and with Grantor's consent, to enter upon the Premises for the purposes enumerated in Condition 18.3 and for such other purposes as are consistent with the provisions of an FFA. Grantee will provide reasonable assistance to USEPA and the State to ensure their activities under this Condition 18 do not damage Grantee's property on the Premises.

### **18.3. Purposes:**

**18.3.1.** To conduct investigations and surveys, including, where necessary, drilling, soil and water sampling, testpitting, testing soil borings, and other activities related to the IRP or an FFA;

**18.3.2.** To inspect field activities of the Air Force and its contractors of any tier in implementing the IRP or an FFA;

**18.3.3.** To conduct any test or survey required by the USEPA or the State relating to the implementation of an FFA or environmental conditions on the Premises or to

verify any data submitted to the USEPA or the State by the Air Force relating to such conditions; or,

**18.3.4.** To conduct, operate, maintain, or undertake any other response or remedial action as required under or necessitated by the IRP or an FFA, including, but not limited to, monitoring wells, pumping wells, and treatment facilities.

## **19. ENVIRONMENTAL BASELINE**

**19.0.** If Grantor determines that an Environmental Baseline Survey (EBS) is required for this Right-of-Way, in accordance with Grantor's standards and requirements, it shall prepare an EBS documenting the known history of the property with regard to the storage, release, or disposal of hazardous substances thereon, and that EBS shall be attached hereto, or incorporated by reference, and made a part hereof as **EXHIBIT C**. If such an EBS is prepared, upon expiration, termination, or abandonment of this Right-of-Way, another EBS shall be prepared by Grantor, in accordance with Grantor's standards and requirements, which will document the environmental condition of the property at the end of Grantee's use of the Premises. That EBS shall be attached hereto, or incorporated by reference, and made a part hereof as an Exhibit. The findings of the two EBSs shall be used in settling factual aspects of claims for restoration of the Premises. Grantee is responsible for the costs of any environmental restoration necessitated as a result of its use of the Premises.

## **CHANGES IN OWNERSHIP OR CONTROL**

### **20. TRANSFER, ASSIGNMENT, LEASING, OR DISPOSAL**

**20.1.** Grantee shall not transfer, permit, license, assign, lease, or dispose of in any way, including, but not limited to, voluntary or involuntary sale, merger, consolidation, receivership, or other means (all referred to in this Condition 20 as "transfer"), this Right-of-Way or any interest therein or any property on the Premises, or otherwise create any interest therein, without the prior written consent of said officer. Such consent shall not



be unreasonably withheld or delayed, subject to the provisions of Conditions 20.2 through 20.4.

**20.2.** Any transfer by Grantee shall be subject to all of the terms and conditions of this Right-of-Way and shall terminate immediately upon the expiration or any earlier termination of this Right-of-Way, without any liability on the part of Grantor to Grantee or any transferee. Under any transfer made, with or without consent, the transferee shall be deemed to have assumed all of the obligations of Grantee under this Right-of-Way. No transfer shall relieve Grantee of any of its obligations hereunder, except, in the case of an assignment, if Grantor explicitly agrees to relieve Grantee of its obligations hereunder; provided, however, that in the case of an assignment, Grantor may, in its sole discretion, withhold consent to the assignment.

**20.3.** Grantee shall furnish said officer, for his prior written consent, a copy of each transfer Grantee proposes to execute. Such consent by said officer may include the requirement to delete, add, or change provisions in the transfer instrument as Grantor shall deem necessary to protect its interests. Consent to or rejection of any transfer shall not be taken or construed to alter, diminish, or enlarge any of the rights or obligations of either of the Parties under this Right-of-Way, nor form a basis for any cause of action against or liability of Grantor.

**20.4.** Any transfer instrument must expressly provide that—(1) the transfer and transferee are subject to all of the terms and conditions of this Right-of-Way; (2) the transfer shall terminate with the expiration or earlier termination of this Right-of-Way; and (3) in case of any conflict between this Right-of-Way and the transfer instrument, this Right-of-Way shall control. A copy of this Right-of-Way must be attached to the transfer instrument.

## **21. LIENS AND MORTGAGES**

**21.0.** Grantee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance, or suffer any levy or attachment to be made on Grantee's interest in the Premises under this Right-of-Way. On the date of its execution or filing of record

regardless of whether or when it is foreclosed or otherwise enforced, any such mortgage, encumbrance, or lien shall be deemed to be a violation of this Condition 21 and constitute a failure to comply with the terms of the Right-of-Way.

## **22. OTHER GRANTS OF ACCESS**

**22.1.** This Right-of-Way is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Grantor shall have the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises. However, any such additional easements, rights-of-way, leases, permits, licenses, or uses shall not be inconsistent with the Grantee's use of the Premises under this Right-of-Way.

**22.2.** For those areas identified in **EXHIBIT B.3**, Grantor shall not grant any additional easements, rights-of-way, leases, permits, licenses, or other access. Grantor recognizes that these areas require restricted access and Grantee may take appropriate action to prevent unauthorized access to such areas. This Condition 22.2 will only apply to access by others than Grantor and will not limit any right of access by public authorities charged with the regulation of Grantee's activities or law enforcement.

## **23. REAL PROPERTY ACCOUNTABILITY**

**23.0.** Grantor may transfer real property accountability for the Premises to another federal agency. In such event, the federal agency assuming real property accountability will stand in the place of and become Grantor without altering, diminishing, or enlarging the rights and obligations of either Grantor or Grantee under this Right-of-Way.

## **24. REPORTING**

**24.0.** This Right-of-Way is not subject to 10 U.S.C. § 2662.

## **GENERAL PROVISIONS**

## **25. COMPLIANCE WITH LAWS**

**25.0.** Grantee shall comply with all applicable Federal, state, interstate, and local laws, regulations, and requirements. This may include the need for Grantee to obtain permits to operate its utility system. Grantor is not responsible for obtaining permits for Grantee nor for allowing Grantee to use permits obtained by Grantor.

## **26. AVAILABILITY OF FUNDS**

**26.0.** The obligations of Grantor under this Right-of-Way shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this Right-of-Way.

## **27. AMENDMENTS**

**27.0.** This Right-of-Way may only be modified or amended by the written agreement of the Parties, duly signed by their authorized representatives.

## **28. LIABILITY**

**28.1.** Grantor shall not be responsible for damage to property or injuries to persons which may arise from, or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Grantee. Grantee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors of any tier, agents, invitees, or others, by reason of or incident to Grantee's use of the Premises, and its activities conducted under this Right-of-Way. Grantee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises.

**28.2.** Grantee shall indemnify and hold Grantor harmless against any and all judgments, expenses, taxes, liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Grantee, whether tortious, contractual, or other, except to the extent such claim or charge is cognizable under the Federal Tort

Claims Act, or, in regard to indemnification, to the extent Grantee is prohibited from doing so by Federal or state law.

## **29. INSURANCE**

**29.1.** This Condition 29 shall only apply during those periods when Grantee has no service contract to provide utility service to the Installation; provided, however, that such service contract contains essentially the same requirements for insurance as this Condition 29 and such service contract utilizes all the Premises granted by this Right-of-Way. Self-insurance shall not be permitted under this Right-of-Way during those periods when Grantee has no service contract to provide utility service to the Installation.

**29.2.** During the entire period this Right-of-Way shall be in effect, the Grantee, at no expense to the Grantor, shall carry and maintain and require its contractors of any tier performing work on the Premises to carry and maintain—

**29.2.1.** Comprehensive general liability insurance on an “occurrence basis” against claims for “personal injury,” including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this Right-of-Way, with limits of liability in amounts approved from time to time by Grantor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Grantee by any invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Grantee’s activities.

**29.2.2.** If and to the extent required by law, workers’ compensation and employer’s liability or similar insurance in form and amounts required by law.

**29.3.** All policies of insurance which this Right-of-Way requires Grantee to carry and maintain or cause to be carried or maintained pursuant to this Condition 29 shall be

effected under valid and enforceable policies, in such forms and amounts as may, from time to time, be required under this Right-of-Way, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Grantor and Grantee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Grantee or Grantor or any other person; provide that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Grantor of written notice thereof; provide that the insurer shall have no right of subrogation against Grantor; and be reasonably satisfactory to Grantor in all other respects. In no circumstances will Grantee be entitled to assign to any third party rights of action which Grantee may have against Grantor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Grantor. Grantee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Grantee under this Condition 29 will constitute a failure to comply with the terms of the Right-of-Way.

**29.4.** Grantee shall deliver or cause to be delivered upon execution of this Right-of-Way (and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this Condition 29) to Grantor a certificate of insurance evidencing the insurance required by this Right-of-Way.

### **30. ENTIRE AGREEMENT**

**30.0.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Grantee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein. Nevertheless, it is understood that the Parties may enter into a utility service contract which will require use of the utility system located on the Premises; while that contract may not address the use of the Premises, it may require Grantee to use the Premises to operate its utility system in order to perform the contract service.

**31. CONDITION AND PARAGRAPH HEADINGS**

**31.0.** The headings contained in this Right-of-Way, its Attachments, and Exhibits are to facilitate reference only and shall not in any way affect the construction or interpretation hereof.

**32. RESERVED**

**32.0.** Reserved.

**IN WITNESS** whereof, I have hereunto set my hand by authority of the Secretary of the Air Force, this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

THE UNITED STATES OF AMERICA,  
by the Secretary of the Air Force

BY: \_\_\_\_\_

This Right-of-Way is also executed by Grantee this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*(Name of Organization)*

\_\_\_\_\_  
*(Title)*

## **ATTACHMENTS**

### **ATTACHMENT 1**

Any approval by said officer required by this Attachment may, in said officer's discretion, be granted in advance and on a blanket basis.

#### **A. Personnel**

Grantee shall employ, directly or by contract, competent supervisory, administrative, and direct labor personnel to accomplish the work performed on the Premises. Grantee shall not knowingly hire off-duty Air Force engineering personnel or any other person whose employment would result in a conflict of interest or would otherwise violate The Joint Ethics Regulation, DoD Directive 5500.7-R. When speaking, understanding, and reading safety, security, health, and environmental warnings are an integral part of the duties of Grantee's personnel, Grantee shall only utilize personnel on the Premises who can fluently speak, understand, and read the English language. Grantee shall conduct all of its business on the Installation in a professional and courteous manner. Grantee's employees shall present a neat appearance and be readily recognizable as Grantee's employees. All vehicles of Grantee, while on the Installation, shall be readily identifiable as belonging to Grantee.

#### **B. Work Standards**

Grantee shall construct, install, repair, and maintain its property, including equipment, in a safe, thorough, and reliable manner and in conformance with applicable federal regulations and national professional codes. If Grantee owns or operates a utility system off the Premises but connected to the utility system on the Premises, it will apply at a minimum the same standards of construction, installation, repair, and maintenance it applies to its system off the Premises to its system on the Premises.

#### **C. Excavations**

Grantee shall obtain a written excavation permit from said officer before commencing any digging or excavation on the Installation; the excavation permit will contain requirements normally applied to similar excavation work on the installation. Said officer will notify Grantee as to reasonable time periods for applying for an excavation permit. In close proximity to other utility systems, Grantee shall excavate by hand to preclude accidental interruption of services, equipment damage, and injury to workers. Excavated areas shall be backfilled to the original density and grade. Open excavations shall be barricaded when Grantee's personnel are not present in the immediate vicinity of the work site. Open excavations at the completion of the workday shall be adequately covered to prevent accidents and access by children. When cutting pavements, traffic shall be maintained over at least half the width of the pavement, unless otherwise directed by said officer. Traffic barricades and warning lights to mark the excavation shall be provided by Grantee. The restored pavement shall be equal to or better than the original pavement.

**D. Communications Equipment and Foreign Object Damage**

Prior to operating communications devices on the Installation, Grantee shall obtain the approval of said officer as to frequency use. Grantee shall comply with the Installation's foreign object damage prevention program whenever it engages in activities on or around the flightlines or runways.

**E. Dust Control**

Grantee shall maintain all excavations, embankments, stockpiles, access roads, and all other work areas free from excess dust to avoid causing a hazard or nuisance to base personnel and surrounding facilities. Dust control shall be performed as the work proceeds and whenever dust nuisance or hazard occurs.

**F. Lawn Areas**

Lawn areas rutted by equipment or otherwise damaged shall be leveled by the addition of topsoil or otherwise repaired by tilling and leveling. These areas shall be resodded or seeded and fertilized to match the existing vegetation or the vegetation that existed before damage. Sod, seed, and fertilizer types and mixtures will be approved by said officer.

**G. Plant Control**

After obtaining the prior permission of said officer, Grantee may trim or remove plants and trees that pose a potential hazard to its utility system. In those areas where the plants or trees contribute to historic or esthetic values and trimming or removing them would be destructive of those values, Grantee may be prohibited from trimming or removing them. In all instances, plants or trees listed as threatened or endangered under applicable federal, state, interstate, or local law will not be harmed by the activities of Grantee.

**H. Cleanup**

After the work is completed, the work site shall be returned to its original state.



## **EXHIBITS**

### **EXHIBIT A—MAP OF PREMISES**

Exhibit A maps shall be provided on request. These maps show the known locations of the utility system. Portions of the utility system may not be fully shown on the map or maps. Any such failure to show the complete utility system on the map or maps shall not be interpreted as that part of the utility system being outside the Premises. The Premises are co-extensive with the entire linear extent of the utility system sold to Grantee, whether or not precisely shown on the map or maps attached hereto as this Exhibit A.

**EXHIBIT B—DESCRIPTION OF PREMISES****B.1. General Description of the Utility System, Lateral Extent of the Right-of-Way, and Points of Demarcation:****UTILITY SYSTEM DESCRIPTION:**

The utility system may be composed of, without limitation, substations with outdoor switchgear, overhead and underground conductors, utility poles, ducts, raceways, manholes, pad-mount and pole-mount transformers, transformer pads, meters, and instrumentation related to metering of electricity delivered to end users on the Installation.

**LATERAL EXTENT OF UTILITY SYSTEM RIGHT-OF-WAY:**

Where the utility system is installed above ground, 26-feet-wide, extending 13 feet on each side of the utility system, as installed.

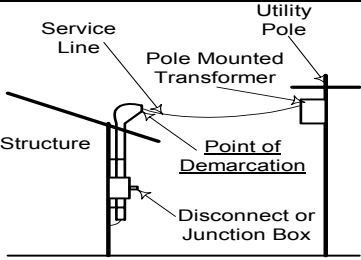
Where the utility system is installed on or under the ground, 26-feet-wide, extending 13 feet on each side of the utility system, as installed.

**UTILITY SYSTEM POINTS OF DEMARCATION:**

The point of demarcation is defined as the point on the utility system where ownership changes from the utility system owner to the facility owner. This point of demarcation will typically be at the point the utility enters a facility or the load side of a transformer within a facility. The table below identifies the type and general location of the point of demarcation with respect to the facility for each scenario.

<b>Point of Demarcation (POD)</b>	<b>Applicable Scenario</b>	<b>Sketch</b>
POD is the transformer secondary terminal spade.	Pad Mounted Transformer located outside of structure with underground service to the structure and no meter exists.	

Point of Demarcation (POD)	Applicable Scenario	Sketch
POD is down current side of the meter.	Residential service (less than 200 amps and 240V 1-Phase), and three phase self contained meter installations. Electric meter exists on or within five feet of the exterior of the building on an underground secondary line.	A diagram showing a building structure connected to a distribution line via an underground secondary line. A meter is mounted on the exterior wall of the structure. The Point of Demarcation (POD) is indicated at the meter. A pad-mounted transformer is shown on the distribution line to the right of the structure.
POD is the transformer secondary terminal spade.	Three Phase CT metered service.  Note: The meter, can, CTs, and associated wires are owned and maintained by the electric utility owner.	A diagram showing a building structure connected to a distribution line via an underground secondary line. A meter is mounted on the exterior wall of the structure. The Point of Demarcation (POD) is indicated at the transformer secondary terminal spade. A pad-mounted transformer is shown on the distribution line to the right of the structure, with CTs mounted in the transformer.
POD is secondary terminal of the transformer inside of the structure.	Transformer located inside of structure and an isolation device is in place with or without a meter.  Note: Utility owner must be granted 24-hour access to transformer room.	A diagram showing a building structure with a transformer located inside. The Point of Demarcation (POD) is indicated at the secondary terminal of the transformer. A service line connects the transformer to a distribution line. An isolation device is shown on the service line.
POD is secondary terminal of the transformer inside of the structure.	Transformer located inside of structure with no isolation device in place.  Note: Utility Owner must be granted 24-hour access to transformer room.	A diagram showing a building structure with a transformer located inside. The Point of Demarcation (POD) is indicated at the secondary terminal of the transformer. A service line connects the transformer to a distribution line.
POD is where the overhead conductor is connected to the weatherhead.	Electric meter is connected to the exterior of the building on an overhead secondary line.  Note: The meter and meter can, though beyond the POD, are owned and maintained by the utility owner.	A diagram showing a building structure connected to a distribution line via an overhead secondary line. A meter is mounted on the exterior wall of the structure. The Point of Demarcation (POD) is indicated at the weatherhead where the overhead conductor connects to the structure. A pole-mounted transformer is shown on a utility pole to the right of the structure.
POD is where the overhead conductor is connected to the weatherhead.	Pole Mounted Transformer located outside of structure with secondary attached to outside of structure with no meter.	A diagram showing a building structure connected to a distribution line via an overhead secondary line. A pole-mounted transformer is located outside the structure. The Point of Demarcation (POD) is indicated at the weatherhead where the overhead conductor connects to the structure. A service line connects the transformer to the distribution line.

Point of Demarcation (POD)	Applicable Scenario	Sketch
<p>POD is where the overhead conductor is connected to the weatherhead.</p>	<p>A disconnect switch or junction box is mounted to the exterior of the structure with no meter.</p>	 <p>The sketch shows a utility pole with a pole-mounted transformer. A service line runs from the transformer to a structure. A disconnect or junction box is mounted on the exterior of the structure. The point of demarcation is indicated at the connection point between the service line and the structure.</p>
<p>POD is at the overhead service line's connection to the service entrance mast.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and the can. The POD for the electric meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The water utility owner owns the service entrance mast.</p>	<p>Electric power is provided to a water facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	<p>None</p>
<p>POD is at the transformer secondary terminal spade.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and the can. The POD for the meter is at the water utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.</p>	<p>Electric power is provided to a water facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the water utility such as a water well, pump station, or water tower.</p>	<p>None</p>
<p>POD is at the overhead service line's connection to the service entrance mast.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric</p>	<p>Electric power is provided to a wastewater facility via an <u>overhead</u> service drop. This configuration could be found at facilities dedicated to the wastewater utility such as a lift station or wastewater treatment plant.</p>	<p>None</p>

Point of Demarcation (POD)	Applicable Scenario	Sketch
meter and the can. The POD for the electric meter is at the wastewater utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric utility owner's meter. The wastewater utility owner owns the service entrance mast.		
<p>POD is at the transformer secondary terminal spade treatment plant.</p> <p>Note: If an electric meter is present, or is to be installed, the owner of the electric distribution system on the installation is the owner and maintainer of the electric meter and the can. The POD for the meter is at the wastewater utility owner's conductors to the electric utility owner's conductors. This meter POD applies regardless of the location of the electric meters and transformers.</p>	<p>Electric power is provided to a wastewater facility via an <u>underground</u> service connection. This configuration could be found at facilities dedicated to the wastewater utility such as a lift station or wastewater treatment plant.</p>	None

#### UNIQUE POINTS OF DEMARCATION:

The following table lists anomalous points of demarcation that do not fit any of the above scenarios.

Building No.	Point of Demarcation Description
Air Field Ramp lighting	Point of demarcation is the down-current side of the Air Field Ramp lighting transformer.
NAVAID lighting	Point of demarcation is the up-current side of the lighting vault.
Building 7029	<p>NSTAR metered connection at the Otis MMR west/main substation. Point of demarcation is the down-current side of the meter.</p> <p>NSTAR metered connection at the Otis MMR for the Coast Guard Seaward extension. Point of demarcation is the down-current side of the meter.</p> <p>NSTAR metered connection at the Otis MMR for the Coast Guard Air Station. Point of demarcation is the down-current side of the meter.</p>

## **B.2. General Description of the Areal Extent of the Utility System:**

The Commonwealth Electric Company (CEC) provides primary electric power to Otis Air National Guard Base. The power is delivered through a CEC owned electrical substation on the northwest side of the base. The main transmission line from the CEC substation is known as the “Bourne Feeder # 79”. (The Bourne Feeder is also referred to as the Otis Bulk Line on the drawing.) The Bourne feeder is government owned. Beginning point of demarcation (POD) is the first connection beyond the utility owned meter. (Need to verify the master meter.) Ending PODs are points where the primary line connects to a secondary line or where a primary line enters a building.

Excluded from privatization are the CEC owned substation and the Falmouth Feeder # 78.

The intent of this areal description is to give a general flow pattern of the primary electric distribution system. Every line on every street may not be mentioned. This description is based on drawings provided by the base civil engineer office. Title of the drawing set is “Otis ANGB, Cape Cod MA, Electrical Distribution System. Basic date is January 1999. The areal description is intended to stand-alone but due to the multiple references to poles, manholes, streets and buildings access to the drawings or the AutoCAD file will facilitate in following the general distribution pattern.

The Bourne Feeder line exits the CEC substation as an overhead line going south along the east side of Access Road. It turns southeast away from the road at pole 7630 and goes cross-country and crosses Connery Avenue at pole 7952 west of the intersection with Chennault Road. The main transmission line continues east cross-country and crosses Turpentine Road and Weaver Road where it turns south at pole 7961 to enter the north side of the Otis ANGB West/Main substation. The west/main substation is located south of Beaman Road and southwest of building 3468, HQ Camp Edwards.

Another main distribution line enters the base at the south perimeter from the Hatchville Substation and is known as the “Falmouth Feeder # 78”. It is owned by the CEC to the point where it enters the south side of the west/main substation. (There is no mention of meters on either of these main transmission lines. It would appear there is a meter at the CEC substation for # 79 feeder and the meter for the #78 feeder is at the base west/main substation.)

From the west/main substation feeder lines radiate as seven feeder circuits identified as follows: Housing (blue), South (red), North (cyan), Hospital (green), East (magenta), East Auxiliary (purple) and Flight Line (green).

The housing (blue) circuit exits the west/main substation as an underground line at the southwest corner and goes west. It turns southwest at manhole F19 to Lee Road where it goes east west along Lee Road at F14. (Verify, it is underground.) The east reach of the line is along the north side of Lee Road and follows the curve of the road. At the manhole M9 on the southwest corner of building 1398 the housing circuit crosses the

south (red) circuit. There appears to be no connection between the two circuits at this point. The housing line goes under Lee Road to the west side of the street at M7 near the southwest corner of the intersection with West Truck Road. This portion of the housing line terminates at M1 on the southwest corner of the intersection of Lee Road and West Outer Road. At M1 the east feeder line joins the housing line.

Going back to manhole F14 at Lee Road, the west reach of the housing line is along the north side of Lee Road. At M15 on Lee Road and at M20 at the centerline of Weaver Road and Lee Road it passes over the south (red) circuit. The housing line continues as an underground line along Lee Road. At M30 there is a branch line southwest to supply building 5218 on the west side of Lee Road. At Turpentine Road and Lee Road the housing line passes over the south (red) line at M33. Here there appears to be an interconnection of the two distribution circuits. The housing line continues northwest along the north side of Lee Road. At M37 there is a branch line going northeast to the Convenience Store, building 5202. At the northwest corner of the intersection with East Hospital Road (M41) a north south branch of the housing line connects with the east west branch of the housing line. Continuing on the north side of Lee Road, the housing line goes west. There is a turn to the south at M47 where the line enters the housing area on Vandenburg Drive. The westbound line continues past M47 and crosses Lee Road and ends at M50 before the intersection with Arnold Avenue.

The north south branch of the housing line passes through M41 begins in the north at WF37 west of the intersection of West Hospital Road and East Hospital Road. The hospital line and the housing line interconnect at WF37. The line goes south to M35 then southeast to M32 and back south across the entry drive for the Dental Clinic, building 5200. The line goes to M41 and continues south along the west side of East Hospital Road. At H1 a branch line goes southwest to supply the Coast Guard Clinic. The housing line crosses under East Hospital Road to H2 where a branch line goes southeast to the Base Exchange, building 5203. This line continues southeast to a point on Turpentine Road where it joins the south (red) circuit at T3 near the entry drive to the Base Theater, building 5219.

Going back to H2 on East Hospital Road, the housing (blue) line continues southwest. At H5 northeast of the intersection with Ent Road, a branch line goes southwest along the north side of Ent Road to R151B where it joins a north south line on Vandenburg Road. A branch line goes south at H54 to supply building 5204. At H5 on the east side of East Hospital Road a line goes south to H6 then west along the south side of Ent Road and ends at H63A near the southeast corner of building 5204. At H6 on East Hospital Road the housing line continues south and crosses to the west side of the road and branches two ways at H8. The southeast side of this split ends at building 5212. There are branches off this line to the north side of the Officer's Club, building 5210, and northwest to building 5213. The southwest side of this split supplies building 5205 and joins the line going past the Officer's Club at H83.

Going back to R151B at the intersection of Ent Road and Vandenburg Drive, the housing (blue) feeder line continues southwest along the west side of Vandenburg Drive

to R151 where a line branches northwest along the west side of Arnold Avenue. This branch of the housing line supplies buildings in the 5300 area on both sides of Arnold Avenue and ends at R159 at the southeast corner of the intersection of Arnold Avenue and Lee Road.

At manhole R151 on Vandenburg Drive at Arnold Avenue, the housing line continues along the north side of the road to R123 where lines branch north and south. The south line supplies buildings 3309 and 5214. The north branch of this line goes along Spaatz Road and returns to Vandenburg Drive at R126. The line on Vandenburg Drive goes along the west side of the road with a branch to the west and east around Tinker Street. This branch of the housing line ends at the southwest corner of the intersection of Lee Road and Vandenburg Drive.

Going back to manhole R126A at the intersection of Vandenberg Drive and Linberg Avenue, a line goes south on the east side of Lindberg Avenue with service on both sides of the street to buildings in the 5300 area. At manhole R221A a line goes south to supply Stone Elementary School building 5400. This branch of the housing feeder ends at manhole R228.

At the intersection of Vandenburg Drive and Linberg Avenue, the housing line branches south at R126A. At R177 a line goes west to supply buildings on both sides of Carpenter Avenue. At R201 the housing line branches off north and south to the cul-de-sacs in the 5300 area. At the intersection of Carpenter Avenue and Mitchell Avenue manhole RE204 provides a south branch along both sides of Mitchell Avenue. At R171 lines branch east and southwest. The east line crosses Mitchell Avenue and ends at R221. The southwest line goes to building 5406. The line on Mitchell Avenue continues to Yeager Circle and beyond to supply buildings 5404 and 5405.

At RE204 on the northwest corner of Carpenter Avenue and Mitchell Avenue, the housing line continues along the west side of the street. At the end of Carpenter Avenue on LeMay Road, the line joins a southeast northwest line on LeMay Road at manhole RE2011. A line goes around Andrews Street. The northwest extent of the line ends at pole 249 near the intersection of Curtis Blvd and LeMay Avenue. The southeast reach of this portion of the housing line continues to supply buildings on both sides of LeMay Avenue with multiple branches to the east and west. One of the east branches supplies the Lyle Junior High School, building 5700.

At the intersection of LeMay Avenue and Underhill Street a line goes south on Underhill Street from manhole 221A. The line on LeMay Avenue ends at the intersection with Curtis Blvd. The line on Underhill Street goes along the east side of the street with multiple branches to supply buildings in the 5400 area on both side of the street. This portion of the housing line ends at the intersection with Curtis Blvd.

Should the housing areas be privatized and separated from the base utilities a logical point of demarcation could be at the west/main substation. This completes the description of the housing (blue) feeder circuit.



The south (red) feeder circuit exits on the north side of the west/main substation. It turns northwest on the south side of Beaman Road. A north branch at SF 3 goes to the boat and trailer storage area, building 3461, and ends at OA5. The south line on Beaman Road turns southwest at the intersection with Weaver Road. Manhole designation is SF6. A line crosses Weaver Road to supply building 3439. The south (red) feeder line goes southwest along the east side of Weaver Road. At SF10 lines cross Weaver Road to go northwest through the 3400 area. It ends at Turpentine Road, manhole WF7 where it joins a southwest northeast line on the west side of Turpentine Road.

At SF10 a red line goes east to supply building 5490. A southeast branch on the south circuit goes from SF10 cross-country to M15 on the housing line at Lee Road. The south line crosses Lee Road. At AD2 the line intersects with a southwest northeast branch of the south line. Continuing southeast cross-country the south line intersects with another southwest northeast branch of the red line at manhole SF20. The branch extends from the Pump Station, 3302, in the southwest to building 1398 in the northeast.

The southeast line continues cross-country from SF20 to SF32 where it turns southeast towards Guenther Road. The line crosses Guenther Road and goes along the south side of South Truck Road. It crosses General Blvd at manhole ST7 and ends at ST1 where it intersects with the east distribution line (magenta). Going back to manhole ST26 where the red line crossed Guenther Road, a branch of the red line goes southwest along the west side of Guenther Road with service to the Golf Club House and continues southwest with service to building 3351.

Going back to manhole AD2 on the southeast corner of the intersection of Lee Road and the entry drive to building 5245, the south distribution line goes southwest to AD7 then northwest to AD8 and southwest to AD10 to go around the southeast corner of building 5245. The south line goes northwest past building 5243 then north to end at building 5240. (The drawing does not show a connection between A15 at building 5243 and T59 at building 5230.)

At manhole SF10 on Weaver Road near building 3490 the south (red) line goes northwest across Weaver Road through the 3400 area and ends at manhole WF7B beyond Turpentine Road. The south line on Turpentine Road extends northeast to WF7A where the line ends at building 3456. The southwest reach of this branch line crosses Lee Road at M33 and continues in a southwest direction. At T5 an overhead line branches across Turpentine Road to supply the Theater, building 5219. At T52 a line goes south to F3 and west to T8 joining the red line on Turpentine Road.

Going back to T52 at the theater the red line continues southeast to T55 where a line branches east then northeast to cross Lee Road and turn northwest supplying buildings in the 3400 area on Lee Road. This overhead portion of the south line ends at the southeast corner of building 3451.

Going back to T55, an overhead south line goes southwest to T57 then southeast to T59 and southeast to building 5232. At T510 a red line branches northwest to T511 then southwest to T512 where a line goes northwest to end at T5120 between buildings 5220 and 5222. The line at T512 continues southwest to T516 near building 5238 and northwest to T520 where the red line branches northeast to T520D and southwest to T16 on the west side of Turpentine Road.

Going back to T5 on the west side of Turpentine Road near the theater, the underground line going southwest on Turpentine Road crosses Bryan Road and continues to follow the west side of Turpentine Road. At T18 the red line crosses Turpentine Road and continues southeast along the east side of the road. At T26 the south feeder line branches west along Norstad Street with multiple branches to supply buildings on both side of the street. This portion of the red line ends at the intersection of Norstad Street and Hunter Avenue. This completes the description of the south (red) feeder circuit.

The hospital (green) feeder circuit exits the west/main substation to the north as an underground line. It crosses Beamon Road and turns northwest at manhole HF1 along the north side of the road. It crosses Weaver Road. At HF9 a branch line goes northwest with a line to the Commissary, building 3437 and the Redemption Center. The green line continues northwest from HF9 and crosses Turpentine Road and goes cross country to cross East Hospital Road and go along the south side of West Hospital Road. At WF37 a line goes north across West Hospital Road and cross-country to V2 where a green line goes east to the Fire Station. Continuing north past V2 the green line crosses East Hospital Road and turns northeast cross country to a point across Connery Avenue where the green line joins the east auxiliary line (purple).

Going back to WF37 on West Hospital Road, the green line joins the blue line and continues along the south side of the road. At RL16 the line continues west cross-country away from West Hospital Road to the southwest corner of the intersection of Vandenburg Drive and Lee Road. The hospital line crosses Lee Road at RL1 and goes northwest along the north side of the road with multiple termination points at the buildings on Luffbury Circle.

At the intersection of Lee Road and Curtis Blvd the green line goes west between buildings 5664 and 5666 to manhole R88 where lines radiate southwest across Twining Avenue. Another green line goes north from R88 along the east side of Twining Avenue. At R72 a green line goes west to supply buildings in the 5600 area on both sides of Doolittle Road. The line on Doolittle Road ends at the buildings on Vincent Circle.

Going back to manhole R72 near building 5646 on Twining Road, the green line goes north to supply buildings in the 5600 area on both side of Twining Road. This branch of the green line ends at R74 northwest of building 5643. At manhole R88 near building 5666 on Wright Street, the green line goes southwest along the south side of Wright Street with multiple branches to buildings in the 5600 area on both sides of the street. The green line turns south at manhole R84 to follow the path of Wright Street.

At manhole R82 the green line splits southeast to supply buildings 5695 and 5694. This branch ends at R81B. Back to R82, the southwest side of the split goes along the curvature of Peets Street. It crosses Curtis Blvd and turns south at manhole 266 to go along the east side of Curtis Blvd. It crosses Curtis Blvd at 262 and goes along the north side of White Street to supply buildings in the 5700 area on both sides of the street. This branch of the green line follows the curvature of White Street and returns to Curtis Blvd at manhole 252 where it turns southwest to Scott Circle. The green line continues on Curtis Blvd. At manhole 293 a line branches west to follow the curvature of Johnson Street and to supply buildings on both sides of the street. The line completes the loop at manhole 340 where the green line goes south on the west side of Curtis Blvd. The green line goes west to manhole 307. At manhole 338 a branch line goes north to buildings 5735, 5736, and 5737.

At pole 42 at Curtis Blvd and Hunter Avenue, the green line continues along the north side of Curtis Blvd. At pole 37 a line goes south along the west side of Gibson as an overhead line. It ends at pole 88. Continuing at pole 37 the green line branches north at pole 31 to supply Otis Memorial elementary School, building 5500. Also at pole 31 a line goes south on the west side of Tibbets Street ending at the abandoned school. From pole 31 the overhead green line continues to the intersection of Curtis Blvd and Turpentine Road where the line ends at pole A51 and joins the red line.

At manhole 307 a green line branches west then north at 309 to follow the curvature of Kelley Avenue with branches to Selfridge Street. The green line completes the loop at 340. The green line continues on the west side of Curtis Blvd and follows the general curvature of the roadway. At 348 the green line joins the blue line. This also occurs at manhole 202. At manhole 200 the green line crosses to the other side of Curtis Blvd. At manhole 42 a green line goes south along the west side of Hunter Avenue as an overhead line. It ends at the intersection of Hunter Avenue and Norstad Street where it joining the south (red) line. This completes the description of the hospital (green) distribution feeder circuit.

The north distribution feeder circuit is shown in cyan on the drawing. The north circuit exits the west/main substation on the north side and goes north then northeast across Beaman Road. At NF1 the line turns back to the north and goes cross-country. It crosses Weaver Road at NF11 and turns northeast along the west side of Weaver Road. At NF14 the north line has a branch line that goes west then northeast and back south returning to the main north line at NF16. At NF17 the line makes another loop to the west and back to the main line at NF18. The line continues in a northeast direction cross-country and crosses Connery Avenue. At NF24 the direction is back to the north. At NF25 the line goes northeast. At NF43 the north line turns east and crosses Herbert Road at NF 45. At NF50 the line splits to a northeast and southeast. The northeast line continues cross-country and crosses Turpentine Road at NF50J. At NF50P a line branches northwest and ends at a transformer. (Drawing does not have the building number.)

The north feeder continues past NF50P to NF50N where it diverts northeast past a lift station south of building 4607. At the northeast corner of building 4601 the north feeder goes north to P6 and east to building 4600 and west to P11 northwest of building 4607.

Going back to NF50 where the line split, the southeast line goes cross-country off the north side of Herbert Road. It crosses Greenway Road at NF61 and diverts east then southeast at NF63. At NF80 there is a service to an unnumbered building. The north line continues southeast. At NF84 the direction is more northeast past the tennis courts at NF87 where the line becomes north and south. The north reach is to NF88N with a line branching southeast and ending at NF88G. The south reach of this line is to NF88B at the playground area. North of NF88A a line branches east past building 3159 to the Coast Guard XFMR. This area is near the end of the runway. This completes the description of the north (cyan) feeder circuit. At NF61 on the west side of Greenway Road the cyan line goes north to manhole NF61J at the intersection of Greenway Road and Dolan Road where the line ends.

The east distribution feeder circuit appears on the drawing in a magenta color. The east feeder exits the west/main substation to the northeast. The east line turns southeast at manhole EF and goes along the south side of Beaman Road. At the southwest corner of the intersection of Beaman Road and West Outer Road the east feeder line turns south and back west to supply buildings in the 1300 area and goes along the west side of West Outer Road. At W11 a branch line crosses West Outer Road to supply building 1268. At W9 a branch crosses West Outer Road to supply buildings in the 1200 area. A line goes north at W913 to W1112. Another north line goes from W914 to W1114. At W7 another branch of the east line goes to building 1253 and joins a north south line in the 1200 area. The north reach of this branch is to building 1257. The south reach is to building 1243. At W714 the east west line crosses West Outer Road to continue service to buildings in the 1200 area. The north reach of this line is to building 1209. The south reach is to building 1212. At W815 on this north south line in the 1200 area a line branches east to W817 where another north south line supplies the 1200 area. The north end of this line is Marines building 1206. The south end is across South Inner Road at S2314A between buildings 1029 and 1028. At S2314A on South Inner Road the line joins a NW-SE line that goes along the south side of South Inner Road from S31 east of South Outer Road to building 1026.

Going back to W7 on West Outer Road across from building 1254, the north south line of the east feeder continues southeast along the west side of the road. It crosses South Inner Road at W3 and continues southwest to SW1 where the line turns southeast. It crosses Guenther Road and goes along the south side of South Outer Road supplying buildings in the 1100 area. The line crosses Burnwell Road at S19. At S17A there is a north south line past the Civil Engineer Building 971. The south end of this line is at S17A04. An east west line goes from the edge of Burnwell Road, at S1803, to S16A03 from S16 on South Outer Road a line goes south to the rear of the CE building and ends at S1602. The line branches southeast into the 700 area. At S10 on South Outer Road a line branches north south to S105 near the southwest corner of building 754. Another

north south line begins at S7 and reaches south to S75 then west to S77 where the branch line ends. At S7 the line along the south side of South Outer Road continues. At S5 a north south branch of the east feeder goes southwest to cross South Truck Road and continue cross country to cross Kitteridge Road at S516. At S517 a line goes west along the south side of Kitteridge Road. At S517L the line turns northwest crossing Kitteridge Road and ends at the Weight Station, building 3360. From S5 the southeast magenta line continues on South Outer Road. It crosses East Inner Road at S3. At S1 a branch line of the magenta feeder circuit goes north along the east side of East Outer Road. A line branches northwest at E24 to end at E24D.

Continuing north, another line branches to the northwest at E19. This line goes northwest cross-country to D735 then south to end at D757. At D1915 on this line a branch goes south and west to building 169. At D19C a line goes south to support transformers at pads 19 and 19A. Going back to E19 on East Outer Road, the magenta line continues north with a branch west at E17 to supply building 3184. This is the end of the description for the east feeder circuit. The line crosses Linglery Avenue. At E6 a branch line goes east to A8. (Notice there is not connection between E4 on the south side of North Inner Road. The blue line may cover it.) The magenta line goes southeast along the north side of North Inner Road and turns north south at A6. The north reach is to A6A and buildings 3142 and 3144. The south reach is to A10.

The east auxiliary distribution feeder circuit is shown on the drawing in a blue color. The east auxiliary feeder exits the west/main substation to the northeast. It crosses Beaman Road and turns southeast at manhole EFA and goes along the north side of the road. At EFC a line crosses Beaman Road to the south and connects to the east distribution feeder at EF3. The southeast line crosses West Truck Road and continues to the northwest corner of the intersection of Beaman Road and West Outer Road. At W12 the line goes north along the west side of West Truck Road. At W15 a line branches southeast and crosses West Inner Road and goes cross-country to end at building 2410.

Going back to W15 on West Outer Road, the east auxiliary feeder continues northeast to W25 where a branch line goes northwest along the west side of Gaffney Road. The line crosses West Truck Road at building 1747 and ends at JE3. At JE1 on the west side of Gaffney Road, the line goes southwest and ends. At W25 near the southwest corner of the intersection of Gaffney Road and West Outer Road, the east auxiliary line continues northeast. At W27 a line goes east across West Outer Road. It turns south at W2714 and ends at N515C. Another branch at W27 goes northwest at building 1805. The north end of this line is in the traffic circle where the line joins a NW-SE line at NW1.

Going northwest from the traffic circle the east auxiliary feeder line goes along the north side of Connery Avenue. At CF6 a branch line goes north to supply building 4180. The line going northeast crosses Turpentine Road and Perkins Road. At CF26 a line goes north along the west side of Perkins Road. At FP43 the line crosses to the east side of Perkins Road and continues north. At FP54 there is an east west line that goes along the south side of Toy Road. Continuing north along the east side of Perkins Road, the east auxiliary feeder follows the general right of way of Perkins Road. Manhole FP78

is on the northeast corner of the intersection with Frank Perkins Road. The overhead line crosses to the west side of Perkins Road and continues north on the east side of Burgoyne Road with service to the Army Range facilities in the area. The line ends at the "A" Range on the northeast corner of Burgoyne Road and Wood Road.

Going back to the intersection of Perkins Road and Toy Road, an east west branch of the east auxiliary feeder line goes along the south side of Toy Road. It crosses the road two times and continues on the north side of the road to pole AMM where a line goes south and ends. The line continues on Toy Road and turns south at AMQ and ends.

A line bypasses the north side of the traffic circle from pole CF1 on the west side to pole N2 on the east side. Going back to the traffic circle and pole NM1, a branch of the east auxiliary feeder circuit goes southeast along the north side of North Outer Road. At N3 an underground line goes north cross-country and ends beyond building 614. The line along North Outer Road ends at N22 where a north south line extends across North Inner Road and along the east side of General's Blvd. At D10 a line goes southeast then north to the Transient Lodging building 110 and building 111. Also at D10 on General's Road a north south line goes past building 102 and ends at manhole D9S3. Pole N2214 at the northeast corner of the intersection of North Inner Road and General's Blvd, an east auxiliary feeder line goes southeast along the north side of North Inner Road. At pole 2414 a line goes north to supply building 2814. Another northbound branch is at N2714 to supply building 2816. A south branch goes to building 2808 at N2814. A north branch to building 2822 at E1. At E3 there are connections between the east auxiliary feeder and the east feeder. This is the end of the description of the east auxiliary feeder line.

The flight line express feeder is shown on the drawing in a green color. The line exits the west/main substation as two lines to the south and goes cross-country in parallel with the incoming Falmouth Feeder #79. The two lines merge at pole 227. The flight line distribution feeder crosses West Truck Road, Lee Road, and Guenther Road. It turns southeast away from the #79 feeder at pole 2219 northwest of the horse stables and continues cross country crossing General Road and Kitteridge Road. The line goes between building 3250 and the water treatment plant. There is a branch at 2237 going northeast to supply building 3255. At pole 2242 on the northeast corner of the intersection of Falmouth Sandwich Road and Simpkins Road the flight line express feeder turns northeast and goes along the tree line north of Falmouth Sandwich Road. It crosses the road at 2245, again at 2248, and again at 2251 all in a northeast direction. At 2254 the line joins a NW-SE line along the west side of South Outer Road.

The southeast extent of this line goes from 2254 along the west side of South Outer Road. At OA10 a line branches north to supply building 196. The southeast line continues past the old water tank where it turns northeast at pole 2262 and goes into the south side of the east substation. At pole 2256 a line connects with another NW-SE line at OA7 going in parallel along the west side of South Outer Road. The northwest reach of this line is to OA1 where the line crosses under South Outer Road. At OA1D the line splits with a branch going north and ending at manhole 176. The northeast side of the split ends at a transformer supporting the last alert hanger.

The southeast reach of the line from 2256 is to OA16 where the line turns northeast past building 197 on Granville Avenue. At the intersection with Generous Street, OB5, a branch line goes northwest along the west side of Generous Street and ends at OB5B near building 192. The line from OB5 continues northeast on the north side of Granville Avenue and ends at manhole OB14. The line turns northeast to building 162 and ends at OC18E. This completes the description of the flight line express distribution feeder circuit and the feeder lines from the west/main substation. (Cross hatch cyan lines in this area may indicate these lines are abandoned.)

The east substation is located between Granville Avenue and Easton Road west of Chaves Street. Feeder line from the east substation are shown on the drawings as follows:

LTG Vault is shown in magenta

121<sup>st</sup> Ramp is shown in blue

60<sup>th</sup> Ramp is shown in red

CHP lighting is shown in green (need an explanation of CHP)

NAVAIDS lighting is shown in dotted magenta.

Electric power lines shown in red on the drawing provide lighting for the 60th ramp area. Starting at manhole number 1 west of building 185, the ramp feeder line goes northwest around the ramp perimeter turning east at manhole 7 and southeast at manhole 9. The red line turns south at manhole 12 and southwest at manhole 14. The ramp feeder turns west at manhole 27 and ends at manhole 29. There is a gap on the drawing to manhole 32. The red line goes northeast to manhole 34 and ends at manhole 37. There is a gap to manhole 40. The red line completes the loop at manhole 1.

At manhole 40 a line goes northeast to provide electric power inside the ramp area. At manhole 43 a NE-SW line along the west side of the buildings extends from manhole 41A in the SW near building 188 to manhole 56A1 in the NE near building 183. A NW-SE line goes from manhole 1 to manhole 51 between buildings 185 and 186. Another NW-SE line goes from manholes 40A to 44D between buildings 186 and 187.

The red feeder circuit for the 60th ramp enters from the northeast at manhole 1. (Notice there are no manhole designations south of OS8 to 1.) At the southeast corner of the intersection of Easton Road and Reilly Street the NE-SW line intersects with a NW-SE line on the west side of Reilly Street at manhole OD12. The red line joins the magenta line for the LTG Vault at E98 and continues to an unnumbered building east of E97.

Going southeast from manhole OD12, the red feeder line has a northeast branch at manhole OD17 to supply building 120. The red line ends at OD19A on the east side of Reilly Street. From OD12 the northwest red line has a southwest branch at OD9 to supply the LOX farm. Also at OD9 there is a northeast branch to supply building 124 and other facilities in the area. This northeast red line from OD12 connects to a line on the east side of Reilly Street at OS15. This line reaches from OS19 southeast of the Museum and Chapel to OS12 at the northeast corner of the intersection of Reilly Street and Easton Street. The line on the west side of Reilly Street ends at OD6 west of the intersection of

Reilly Street and Granville Avenue. At OS19 a red line goes northeast to supply the Cold Storage Building 126. This completes the description of the red line for the 60th ramp.

Lighting for the 121st ramp is shown in blue on the drawing. Starting at manhole OS3B near manhole 1 of the red line, the blue line goes northwest across Granville Avenue. At manhole R7 the blue line joins a SW-NE line that goes from OC21 near building 162 to OC1 southwest of Izzea Street and the west of the static display. This blue line has branches to buildings 194, 192, 191, and other flight line facilities. This completes the description of the blue line for the 121st ramp.

Primary electric power distribution for the LTG Vault is shown in magenta on the drawing. The line exits the east substation to the north. The magenta line goes northeast to supply building 159. It crosses Granville Avenue and continues northeast along the north side of the street. At the northwest corner of the intersection of Granville Avenue and Chaves Street, at manhole OB18, the magenta line has a branch going northwest on the east side of Chaves Street. It extends to manhole OC23B near building 126. There is a line going northeast at manhole OH1 that extends to Reilly Street where it joins the red line at manhole OD5. There is a northeast line at OB18 on the north side of Granville Avenue to OB21 where the magenta line joins the red line.

The magenta line on the west side of Reilly Street goes from OD6 where it connects with the red line northwest of Granville Avenue to OD1 north of the museum where the line crosses Reilly Street to the northwest. At OG1A a line branches northeast to supply building 128. The line continues northwest to OG2 where it splits into two lines. One goes to building 130 and continues north as the NAVAIDS feeder, shown in dotted magenta. The line crosses taxiway "A" and crosses the runway to go northeast along the south side of taxiway "B". It crosses taxiway "B" and ends near taxiway "E" at transformer pad # 339N. Going back to building 128 and manhole OG2 the other side of the split goes northwest to OG6 southwest of the tower, building 131. This completes the description of the feeder to the LTG Vault.

The description of electric distribution to airfield lighting should be reviewed to determine points of demarcation. Normally airfield lighting is not included in the privatization process. This completes the description of primary electric power distribution at Otis ANGB.

### **B.3. Description of Restricted Access Areas Under Condition 22.2:**

<b>Description</b>	<b>Facility #</b>	<b>State Coordinates</b>	<b>Other Information</b>
West Substation			



**EXHIBIT C—ENVIRONMENTAL BASELINE SURVEY**

The Air Force has determined that it is not required to conduct an EBS in regard to the sale of this utility system.